

8100950001

DONELAN, CLEARY, WOOD & MASER, P.C.

ATTORNEYS AND COUNSELORS AT LAW

SUITE 750

1100 NEW YORK AVENUE, N.W.

WASHINGTON, D.C. 20005-3934

OFFICE: (202) 371-9500

TELECOPIER: (202) 371-0900

February 1, 1996

RECORDATION NO. 7995-~~A~~ H

FILED

FEB 1 1996 - 11 20 AM

U.S. DEPARTMENT OF COMMERCE

Recordation No. 7995-~~A~~ H

Dear Mr. Williams:

On behalf of The CIT Group/Equipment Financing, Inc., I submit for filing and recording under 49 U.S.C. § 11301(a) and the regulations applicable thereunder, counterparts of a secondary document, not previously recorded, entitled Assignment and Assumption Agreement ("Assignment"), dated as of November 30, 1995.

The parties to the enclosed Assignment are:

The Bank of New York, as Successor Trustee — LESSOR/ASSIGNOR
1 Wall Street
New York, New York 10286

The CIT Group/Equipment Financing, Inc. — ASSIGNEE/SUCCESSOR
1211 Avenue of the Americas
New York, NY 20036
LESSOR

RECEIVED
FEB 1 11 20 AM '96
OFFICE OF SECRETARY OF COMMERCE

The said Assignment, among other things, acts to assign to the Assignee all right, title, interest and obligations, of the Assignor as Lessor in that certain Lease of Railroad Equipment, as supplemented and amended, recorded under Recordation No. 7995-A and the Assignment should be recorded as "~~F~~" under the same Recordation No. 7995.

The equipment covered by the instant Assignment is the equipment in the above mentioned Lease of Railroad Equipment as listed therein and as renumbered in Statement of New Numbers under Recordation No. 7995-D.

A short summary of the Assignment to appear in the Board's Index is as follows:

"Assignment of Lessor's interest and obligations in Lease of Railroad Equipment under Recordation No. 7995-A"

Counterparts - 4 of 4

Page 2
Honorable Vernon A. Williams
February 1, 1996

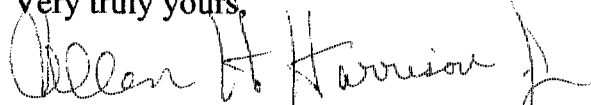
Please index separately the name of the above-mentioned Assignee in the "Vendee/Assignee" Index book ("white pages") as follows:

Index under The CIT Group/Equipment Financing, Inc.,
saying, "See Recordation No. 7995-~~R~~"
H

Enclosed is a check in the amount of twenty-one dollars (\$21.00) in payment of the filing fees.

Once the filing has been made, please return to bearer the stamped counterpart(s) the document not required for filing purposes, together with the letter/fee receipt from the Board acknowledging the filing, and the two extra copies of this letter of transmittal.

Very truly yours,



Allen H. Harrison, Jr.
*Attorney for The CIT Group/Equipment
Financing, Inc. for purposes of this
filing.*

Honorable Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Enclosures

BY HAND

8360-020



Interstate Commerce Commission
Washington, D.C. 20423-0001

2/1/96


Office Of The Secretary

Allen H. Harrison, Jr.
Donelan, Cleary, Wood & Maser, P.C.
1100 New York Avenue, NW., Ste. 750
Washington, DC., 20005-3934

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 2/1/96 at 11:20AM, and assigned recordation number(s). 7995-~~7~~.

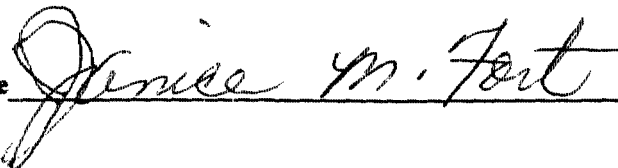
Sincerely yours,


Vernon A. Williams
Secretary

Enclosure(s)

\$ 21.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



FEB 1 1996 - 1 20 AM

ASSIGNMENT AND ASSUMPTION AGREEMENT STATE OF MARYLAND COMMERCE COMMISSION

This Assignment and Assumption Agreement (this "Agreement") dated as of November 30, 1995 is by and between THE BANK OF NEW YORK, as Trustee under the Trust Agreement (the "Trust Agreement") dated as of July 1, 1975 between Citizens Bank of Maryland (formerly Citizens Bank and Trust Company of Maryland) and The Bank of New York (successor in interest to Nations Bank, National Association which was successor in interest to American Security & Trust Company) ("Seller") and THE CIT GROUP/EQUIPMENT FINANCING, INC. ("Purchaser").

RECITALS:

WHEREAS (i) contemporaneously with the execution and delivery of this Agreement, the Seller is selling the Equipment, moneys and other property, proceeds and rights comprising the Trust Estate to the Purchaser pursuant to a Bill of Sale dated January 11, 1996 and (ii) the Seller wishes to assign, and the Purchaser wishes to assume, certain of the Seller's obligations under the Lease of Railroad Equipment (the "Lease") dated as of July 1, 1975 between The Bank of New York (successor in interest to Nations Bank, National Association which was successor in interest to American Security & Trust Company), as Trustee/Lessor and Union Tank Car Company as Lessee.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto do hereby agree as follows:

1. Assignment. Seller does hereby, without recourse, representation or warranty of any kind except as expressly set forth herein, GRANT, BARGAIN, ASSIGN, TRANSFER, SELL, DELIVER AND CONVEY UNTO PURCHASER, ITS SUCCESSORS AND ASSIGNS, TO HAVE AND TO HOLD FOREVER, all of Seller's right, title and interest in and to the Lease, together with the obligations, duties and responsibilities in, to and under such Lease.
2. Assumption. Purchaser hereby accepts the assignment and transfer of Seller's right, title and interest under §1 hereof from and after the date hereof, assumes all of the obligations, duties and responsibilities transferred and delegated to Purchaser by Seller under §1 hereof, and confirms that it shall be deemed the "Lessor" under the Lease, as transferee and each reference in the Lease to the "Lessor" shall be deemed to include Purchaser, as Transferee on the date of this Agreement (the "Closing Date").

Upon delivery of this Agreement, Seller shall not be responsible to any person for the discharge or performance of any duty or obligation of the Trustee pursuant to or in connection with the Lease occurring or arising on and after the date hereof. Purchaser shall

not be responsible to any person for the discharge or performance of any duty or obligations of Seller in connection with the Lease, occurring or arising prior to the date hereof.

3. Representations and Warranties. The Seller represents and warrants to Purchaser that it is transferring its obligations under the Lease, free and clear of all liens attributable to the Seller in its individual capacity.

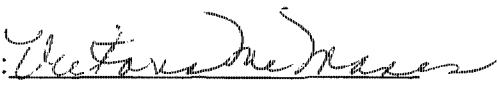
4. Further Assurances. Seller agrees to execute and deliver such further documents, and to do such further things, as purchaser may reasonably request, and at Purchaser's expense, in order to more fully effect this Agreement and the transactions contemplated hereby.

5. Governing Law. This instrument shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

6. Counterparts. This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be duly executed as of the day and year first above written

THE CIT GROUP/EQUIPMENT
FINANCING, INC.

BY: 
Name: Victoria McManus
Title: Senior Vice President

THE BANK OF NEW YORK, as Trustee

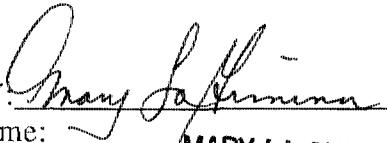
BY: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be duly executed as of the day and year first above written

THE CIT GROUP/EQUIPMENT
FINANCING, INC.

BY: _____
Name:
Title:

THE BANK OF NEW YORK, as Trustee

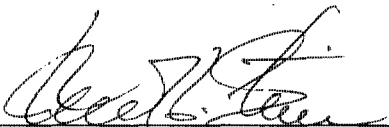
BY:  _____
Name: MARY LA GUMINA
Title: ASSISTANT VICE PRESIDENT

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

SS:

On this 12th day of January, 1996 before me personally appears
Victoria Melanos to me personally known, who by me duly sworn, says that
he/she is the Semin Vice President of THE CIT GROUP/EQUIPMENT
FINANCING, INC. (the "Company"), that the foregoing instrument was signed on behalf of
the said Company by authority of its Board of Directors, and he/she acknowledged that the
execution of the foregoing instrument was the free act and deed of the said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notary Public

[SEAL]

My Commission expires:

7/25/96

ALAN H. STEIN
Notary Public, State of New York
No. 60-4934726
Qualified in Westchester County
Certificate filed in New York County
Commission Expires July 25, 1996



STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

SS:

On this 10th day of January, 1996 before me personally appears
MARY LAGUMINA, to me personally known, who by me duly sworn, says that
he/she is the Asst. Vice President of THE BANK OF NEW YORK
("Company"), that the foregoing instrument was signed on behalf of the said Company by
authority of its Board of Directors, and he/she acknowledged that the execution of the
foregoing instrument was the free act and deed of the said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notary Public

[SEAL]

My Commission expires:

WILLIAM J. CASSELES
Notary Public, State of New York
No. 01CA5027729
Qualified in Bronx County
Certificate Filed in New York County
Commission Expires May 16, 1996

DONELAN, CLEARY, WOOD & MASER, P.C.

ATTORNEYS AND COUNSELORS AT LAW

SUITE 750
1100 NEW YORK AVENUE, N.W.
WASHINGTON, D.C. 20005-3934

OFFICE: (202) 371-9500

TELECOPIER: (202) 371-0900

0700 95 0001

7995-A

February 1, 1996

Recordation No. 7995-H

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LESSOR

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Page 2

Honorable Vernon A. Williams

February 1, 1996

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Index under The CIT Group/Equipment Financing, Inc.,
saying, "See Recordation No. 7995-F."

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Allen H. Harrison, Jr.
*Attorney for The CIT Group/Equipment
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